

SCHEDULE 1 – STANDARD CONDITIONS

ALL SYSTEM SERVICES ARE PROVIDED ON THE BASIS OF THESE STANDARD TERMS AND CONDITIONS (THE “STANDARD CONDITIONS”).

1. Interpretation

1.1 In these Standard Conditions:

“**Account**” means the user account (in respect of one or more Systems) for which, in order to use the System Services, the System Owner or User (as relevant) must register and provide certain information to the Company about itself.

“**Account Pages**” means a secure section of the Company’s website which the Company may establish and which will be dedicated to the Company’s relationship with the System Owner, including (as applicable) containing details of the Account and the System Services that the System Owner has elected to receive.

“**Administrator**” means a User that is authorised to access technical support from the Company and/or nominate Users, in accordance with Clauses 4.3 and 4.4.

“**Commencement Date**” means the date of the System Services Agreement.

“**Commissioning**” means the formal process of validation by the Installer that the design and installation of a System (or change thereto) conforms with the quoted System requirements, and “**Commissioned**” shall be interpreted accordingly.

“**Company**” means Atamate Limited, whose principal place of business is at Celtic House, Caxton Place, Pentwyn, Cardiff CF23 8HA UK.

“**End User Licence Agreement**” means an agreement that the Company (as the licensor of certain Software) and the System Owner (and any User, as relevant) may enter into from time to time, establishing the right of the System Owner (or User, as relevant) to use the specified Software.

“**Initial Service Period**” means the initial term for the applicable System Service, beginning on the relevant Service Commencement Date and continuing until the next Renewal Date.

“**Installer**” means the party (whether the Company or an authorised third party) that installed and Commissioned a particular System (or change thereto) for the System Owner in accordance with the relevant System Order.

“**Non-adult User**” means any User that is under the age of 18 years.

“**Payment Date**” means the date of each month on which the Service Fees shall be payable (or such other date as may be agreed between the Parties in respect of non-monthly Service Fees).

“**Privacy Policy**” means the Company’s Privacy Policy attached to the System Services Agreement, as may be amended by the Company from time to time.

“**Property**” means the property owned by or under the control of the System Owner in which the relevant System has been installed, and to which the System Services relates, as also set out in the Term Sheet and/or Account Pages (if any).

“**Renewal Date**” means the calendar date on which, subject to these Standard Conditions, the provision of the System Services shall be renewed annually, as set out in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties.

“**Renewal Period**” means, in respect of a System Service, and unless otherwise agreed to in writing by the Parties, the twelve-month renewal term following either the Initial Service Period or a previous Renewal Period.

“**Service Commencement Date**” means, in respect of any System, the first day of the provision of the relevant System Services, as set out in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties.

“**Service Fee**” means the fee payable monthly by the System Owner in respect of each System Service, as set out in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties.

“**Service Period**” means, in respect of any System Service, the Initial Service Period and all subsequent Renewal Periods.

“**Software**” means, in respect of the System,

(a) embedded software designed, written and installed by the Company on its Software Devices,

(b) software to control building services,

(c) software to collect and manage data from the System(s) (including third party components and software),

(d) other software (including, without limitation, the Atamate software designed and manufactured by the Company) pre-loaded onto Atamate devices, digital gateways, computers and cloud servers and which supports the operation of the System(s), and

(e) any mobile or web application supplied by or on behalf of the Company to the System Owner in respect of the System(s).

“Software Devices” means devices (including, without limitation, sensor, gateways, actuators, computers and web enabled devices) manufactured and supplied by the Company in which Software is embedded.

“Software Update” has the meaning given to that term in Clause 7.1.

“System” means any Atamate integrated building automation system that the System Owner owns or is authorised to control and monitor (as designed for, installed and Commissioned at the relevant Property by the Installer under a separate arrangement), and in respect of which the System Services shall be provided pursuant to these Standard Conditions and the relevant System Services, as further described in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties.

“System Order” means the order agreed between the Installer and the System Owner agreeing the design and specification of a System.

“System Owner” means the person, company or organisation who purchases and/or receives the System Services from the Company, as described in the System Services Agreement, being a person declared to be (a) the owner of the relevant System or (b) authorised by the owner of the System to purchase and/or receive the System Services in respect thereof.

“System Services Agreement” means, in respect of the provision of System Services in relation to a System, collectively these Standard Conditions (and related information agreed by the Parties in respect of the System and the relevant System Services, as set out in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties) and the Privacy Policy.

“System Service” means a service (as further described in the Term Sheet and/or Account Pages, or otherwise agreed between the Parties) that the System Owner elects to receive from the Company which relates to the operation of the relevant System by the System Owner, and which the Company shall supply to the System Owner in accordance with the System Services Agreement.

“Term” means the term of the System Services Agreement, which will begin on the Commencement Date and continue until the earlier of: (i) the end of all applicable Services Periods; or (ii) the System Services Agreement is terminated as set forth herein.

“Term Sheet” means the term sheet attached to this System Services Agreement.

“User” means, other than the System Owner, any other authorised and approved user of the System at a particular Property pursuant to these Standard Conditions.

“User ID” means, in respect of any Account, the login name of (i) the System Owner or (ii) of any User associated with the System Owner’s Account, and which is (in either case) used to access the relevant Account and the System Services.

2. Application of terms

- 2.1 Unless otherwise agreed in writing by the Company, these Standard Conditions shall apply to all the Company’s supply of System Services to the System Owner, and the System Owner’s access to and use thereof, and shall apply to the exclusion of any other terms or conditions which the System Owner purports to apply under any specification or other document.
- 2.2 Subject to Clause 14.5, the System Services Agreement shall remain in full force and effect for as long as the System Owner continues to access or use the System Services, or until terminated in accordance with the provisions of these Standard Conditions.
- 2.3 The System Owner’s continued use of the System Services represents the System Owner’s agreement (i) to these Standard Conditions with respect to the System Services, (ii) to the terms of any relevant End User License Agreement(s) with respect to updated Software; and, subject to clause 14.1, (iii) any change or updates that the Company may make to these Standard Conditions or the End User Licence Agreement(s) from time to time.
- 2.4 Without derogation from Clause 14.1, no variation of the System Services Agreement shall be effective unless expressly agreed in writing and signed on behalf of the Company.
- 2.5 The terms of the System Services Agreement shall be without prejudice to the rights, obligations and responsibilities of the Parties arising from any End User Licence Agreement entered into between them.

3. System Services and System Requirements

- 3.1 Some or all of the System Services will not be accessible in respect of a System without: (i) an Account; (ii) a System that has been installed and Commissioned by an approved supplier; (iii) an enabled and supported internet device, such as a phone or tablet (required for some features and functionalities of the System Services); (iv) always-on broadband Internet access in the Property with bandwidth sufficient to support the System Services used; and (v) other system elements that may be specified by the Company from time to time.

It is the System Owner’s responsibility to ensure that it has all required system elements and that they are compatible and properly configured. The System Owner acknowledges that the System Services may not work as described when the requirements and compatibility have not been met. If any of the required system

- elements are modified, substituted, moved, or otherwise changed, it is the System Owner's sole duty and responsibility to be sure they are compatible and properly configured to work with the System Services.
- 3.2 For the relevant Service Period, the Company agrees to perform the agreed System Services in accordance with these Standard Conditions. Certain features of the System Services may be subject to additional guidelines, terms or rules, which will be posted on the Account Pages and/or the Company's website in connection with such features.
- 3.3 For the avoidance of doubt, the System Services shall not include the physical repair or replacement of any hardware or other physical element of a System infrastructure (including, without limitation, any computer unit or any digital gateways), or any other on-site support to a System.
- 3.4 Some aspects of the System Services shall be delivered through mobile or web applications.
- (a) Access to and use of such applications shall be subject to the System Owner entering into an End User Licence Agreement in respect thereof.
- (b) Further, the System Owner acknowledges and agrees that the delivery of mobile applications may be dependent on the third-party websites and/or 'app stores' from which the System Owner downloads the mobile applications (in either case an "**App Store**"). The System Owner acknowledges that the System Services Agreement is between the System Owner and the Company only, and not with an App Store. Each App Store may have its own terms and conditions to which the System Owner must agree before downloading mobile applications from it. The System Owner agrees to comply with such App Store terms and conditions, and the System Owner's licence to use the mobile applications is conditioned upon the System Owner's compliance with such App Store terms and conditions.
- 3.5 The Company shall not be obliged to provide any System Services to the extent that the requirement for the same results from:
- (a) the negligence or wilful damage of the System Owner to the relevant System; or
- (b) the installation of electrical elements in a System that have not been Commissioned by the Company or an Installer; or
- (c) the effects on a System of an electrical power surge.
- 3.6 Without derogation from the System Owner's rights under Clause 13.3, the Company reserves the right to amend or discontinue offering certain System Services on three (3) months' prior notice, unless reasonably unable to do so.
- 4. Account set-up, Administrators and authorisation of Users**
- 4.1 The System Owner represents and warrants that in respect of setting up the Account and contracting to receive the System Services:
- (a) the System Owner is fully authorised to contract for the provision of System Services at the Property in respect of each System, and shall (at the Company's request) provide to the Company reasonable evidence thereof;
- (b) all required registration information that the System Owner submits shall be truthful and accurate;
- (c) the System Owner will maintain the accuracy of such information; and
- (d) the System Owner's use of the System Services will not violate any applicable law or regulation.
- The System Owner shall indemnify the Company against any costs or losses incurred by the Company associated with any breach by the System Owner of this Clause 4.1.
- 4.2 The System Owner is entirely responsible for maintaining the confidentiality of its Account login information and for all activities that occur under its Account. The System Owner agrees to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with its Account and to maintain its password securely to prevent others from gaining access. The System Owner agrees to immediately notify the Company of any unauthorised use or suspected unauthorised use of its Account, or any other breach of security. The Company is not liable for any loss or damage arising from the System Owner's failure to comply with the above requirements.
- 4.3 In respect of each System, the System Owner shall from time to time nominate and notify to the Company one or more Administrators. In addition to its powers under Clause 4.4, an Administrator shall be entitled to receive technical support from the Company.
- 4.4 In respect of each System, an Administrator may nominate up an unlimited number of Users (subject to the conditions below) to benefit from agreed aspects of, and operate the System via, the System Services; the System Owner may nominate additional Users by agreement with the Company.
- (a) Each such User will be provided with a User ID that allows the User (i) to set up and access the User's Account Pages (if any), and (ii) additionally to access such parts of the System Services and/or the System Owner's Account Pages (if any) as shall be designated by the System Owner.
- (b) Each such User shall be required to provide certain information to the Company, and to enter into an End User Licence Agreement, in order to be authorised as a User and receive a User ID.
- (c) Except as set out in Clause 4.4(d), Users must be at least 18 years old.

- (d) The System Owner may designate an individual that is a minor (under the age of 18 years old) as a Non-adult User. The System Owner will be responsible for usage of the System Services by permitted Non-Adult Users, and shall procure that permitted Non-Adult Users use the System Services under the supervision of an adult.
 - (e) The System Owner understands that Users will have the ability to use some of the System Services and to monitor and control the relevant System. Users may also have the ability to view information (including personal information) and content related to the relevant System and/or the System Owner's usage thereof. In addition, the System Owner acknowledges and agrees that said Users may have the ability to subsequently invite or enable other Users with the same access and ability to use the System Services set out above. Accordingly, the System Owner should only authorise as Users those individuals whom it trusts to access the relevant System and the System Services.
 - (f) The System Owner hereby agrees to be fully responsible to the Company for all actions taken by Users (or any unauthorised third party accessing the System Services) relating to the System(s), the System Services and Account. The Company shall be entitled to treat a breach of the terms of the System Services Agreement by a User as being a breach by the System Owner.
- 4.5 With Clauses 4.4(e) and (f) in mind, and without derogation from Clauses 6.8(c) and 9.3, it shall be the sole responsibility of the System Owner to determine the suitability of any individual to be authorised as (and to nominate such individual to be) a User. The System Owner agrees that the Company (i) shall have no obligation to provide any oversight on behalf of the System Owner of the conduct of any User in its use of the System Services, and (ii) shall have no responsibility for any User's behaviour, or for any personal injury, death, property damage (including, without limitation, to a Property), or other harm or losses arising from or relating to a User's use of the System Services.
- 4.6 If a User (a) violates the terms of the System Services Agreement; or (b) uses the System Services in a manner that the Company reasonably believes will cause it liability, then the Company may suspend or terminate the applicable User account. If the System Owner fails to promptly suspend or terminate the User account, then the Company may do so.

5. Delivery of System Services

- 5.1 Subject to the other provisions of these Standard Conditions, and without derogation from clause 6.3, any date given for delivery of a System Service is an estimate only and the Company shall not be liable for any loss (whether direct or indirect), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the System Service (even if caused by the Company's negligence).
- 5.2 Any liability of the Company for non-delivery of the System Services shall be limited to replacing the System Services within a reasonable time.

6. Limitation of Liability

- 9.1 Subject to Clause 5, the following provisions set out the entire financial liability of the Company to the System Owner in respect of:
- (a) any breach of the System Services Agreement;
 - (b) any use made by the System Owner of any of the System Services; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the System Services Agreement.
- 9.2 The System Services and Software are provided "as is" to the fullest extent permitted by law, and except as expressly stated in the System Services Agreement, the Company (and its affiliates, suppliers, and distributors) does not make any warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, or non-infringement. The System Owner is responsible for using the System Services or Software in accordance with the terms set forth herein. All conditions and other terms implied by statute or common law (save for the conditions implied by section 9 of the Consumer Rights Act 2015) are, to the fullest extent permitted by law, excluded from the System Services Agreement.
- 9.3 To the fullest extent permitted by law, neither the System Owner nor the Company (and its affiliates, suppliers, and distributors) will be liable under the System Services Agreement for (i) indirect, special, incidental, or consequential loss, pure economic loss of profits, loss of business, depletion of goodwill and similar loss, costs, charges, expenses, or exemplary or punitive damages, or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if the Party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.
- 9.4 Nothing in these Standard Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence or negligent omission; or
 - (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
- 9.5 Subject to Clause 6.4, and to the fullest extent permitted by law, the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise,

arising in connection with the performance or contemplated performance of the System Services Agreement shall be limited to the amount paid by the System Owner to the Company hereunder in respect of the relevant System during the six (6) months prior to the event giving rise to liability.

- 9.6 In particular, to the extent that the operability of any System Services relies upon -
- (a) an effective broadband or mobile network connection, the Company shall have no liability for failures in the System Services and/or the operation of any System arising from a broadband or mobile network connection (other than as provided by the Company) that is inadequate to support the relevant System Services or the delivery of any Software Update; or
 - (b) a compatible smartphone, computer or internet browser (as specified in the relevant System Order), the Company shall have no liability for failures in the System Services and/or the operation of any System arising from its control by a User via an incompatible smartphone, computer or internet browser; or
 - (c) an effective local wifi network, the Company shall have no liability for failures in the System Services and/or the operation of any System arising from any intermittency in the availability of such wi-fi network.
- 9.7 The Company shall have no liability hereunder for any failures in the operation of any System following receipt of any System Services, or any other deficiency in the System Services, arising from –
- (a) any failure or defect in the design, installation and/or Commissioning of the System by the Installer, or any other defects in the System; or
 - (b) any changes made to the System and/or Property after the date of the relevant Service Commencement, other than approved changes that (in the case of changes to the System) have been carried out by an approved Installer, or have otherwise been agreed with the Company; or
 - (c) any failure of the System to be used in accordance with the instructions of the Company and/or Installer, including any user guides, or from problems caused by any User's smart device, computer, internet browser or internet connection, rather than the System itself; or
 - (d) any interference with the System caused by adverse weather conditions, damp, water damage, wildlife or domestic animals, or the opening of windows and/or doors at the Property; or
 - (e) any interruption in the System Owner's internet or mobile network connection (including, without limitation, affecting the communication to the Company of required usage data in respect of the System and/or the Property); or
 - (f) any revocation by the System Owner (or a User, as the case may be) of consent for the Company to receive, hold, use or disclose data generated by the relevant System, in accordance with Clause 10.5.
- 9.8 The Company shall have no responsibility or liability for –
- (a) any costs incurred by a User by exceeding the permitted data limit on their broadband or smart device; or
 - (b) any costs incurred by the System Owner caused by a User's use or misuse of the System Services (including, without limitation, costs of utilities controlled by the relevant System), other than to the extent that this arises from the Company's failure to deliver the System Services in accordance with these Standard Conditions;
 - (c) any loss or damage caused by downloading or upgrading the Software, except to the extent caused directly by the Company; or
 - (d) any temporary unavailability of the System Services, or the Company's website or app, or aspects of the System provided through the same, caused by the Company delivering a Software Update or other routine or emergency maintenance.
- 9.9 The System Services involve providing the System Owner with information regarding the relevant System and its connection with other products and services ("**System Information**"). All System Information is provided "as is" and "as available". The Company cannot guarantee that System Information is correct or up to date. In cases where it is critical, accessing System Information through the System Services is not a substitute for direct access of the information in the relevant Property.
- 9.10 Unless explicitly promising a "guarantee", the Company does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the System Services or any feature thereof. Actual energy savings and monetary benefits vary depending on factors beyond the Company's control or knowledge. From time to time, the Company may use the System Services to provide the System Owner with information that is unique to the System Owner and its energy usage and suggest an opportunity to save money on energy bills if the System Owner were to adopt suggestions or features of the relevant System or System Services. The Company does this to highlight an opportunity based on its analysis and information about the System Owner and/or the relevant Property occupants. The System Owner acknowledges that these promotions are not a guarantee of actual savings and it agrees not to seek monetary or other remedies from the Company if the System Owner's savings differ from those indicated.
- 9.11 All information and materials including, but not limited to, photographs, video and images generated at a Property and transmitted to or accessed by the System Owner and/or a User through the System Services ("**Content**") is the sole responsibility of the System Owner, and the Company will not be liable for subsequent usage of such Content. The System Owner acknowledges that all Content accessed by the System Owner

using the System Services is at the System Owner's own risk and the System Owner will be solely responsible for any damage or loss to any party resulting therefrom. The Company cannot control and has no duty to take any action regarding how the System Owner may interpret and use the Content or what actions the System Owner (or any User) may take as a result of having been exposed to the Content, and the System Owner hereby releases the Company from all liability for the System Owner having acquired or not acquired Content through the System Services.

- 9.12 The System Owner understands that the System Services do not represent a certified or third-party monitored emergency notification system, and that they are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of services that connect a user to emergency response services personnel or public safety answering points ("**Emergency Services**"). The Company does not monitor emergency notifications and will not in any circumstances dispatch emergency authorities to a Property in the event of an emergency. The System Owner acknowledges and agrees that: (i) the System Services are not certified for emergency response; (ii) the Company is not required to offer access to Emergency Services under any applicable local and/or national rules, regulations or law; (iii) it is the System Owner's responsibility to purchase, separately from the System Services, traditional wireless (mobile) or fixed line telephone services that offer access to Emergency Services, and (iv) the System Services are not a replacement for the System Owner's primary telephone service. All emergency events should be directed to the appropriate Emergency Services.
- 9.13 It is the responsibility of the System Owner to install (or procure the installation of) and use each System (and any related sensors, components and peripherals) in accordance with the applicable manual(s) and instructions, including to ensure that sensors are not located outside the detection range or otherwise hindered or obstructed, and that the batteries in related sensors, detectors and alarms have sufficient charge to support operation.
- 9.14 The System Services rely on or inter-operate with certain approved smart, connected or other devices and related services provided by a third party ("**Third-Party Products and Services**"). These Third-Party Products and Services are beyond the Company's control, but their operation may nonetheless impact on, or be impacted by, the use and reliability of the System Services. The System Owner acknowledges and agrees that: (i) the use and availability of the System Services is in certain areas dependent on third-party product vendors and service providers, (ii) these Third-Party Products and Services may not operate in a reliable manner 100% of the time and they may impact on the way that the System Services operate, and (iii) the Company is not responsible for damages and losses due to the operation of these Third-Party Products and Services.
- 9.15 The System Owner acknowledges that Third-Party Products and Services that are not designated by the Company as compatible with a System and with the System Services ("**Unapproved Third-Party Products and Services**") may not work with the System(s) and/or the System Services, or may have limited features or functionality, even if designed, specified or marketed to operate using the same or similar standards or means of communication. The Company shall have no liability hereunder for any failures in the operation of any System following receipt of any System Services, or any other deficiency in the System Services, arising from use of such Unapproved Third-Party Products and Services in connection with the System.
- 9.16 Although the Company's websites and apps are accessible worldwide, the System Services provided or accessed through or on the Company's websites or apps ("**Websites/ Apps**") may not be available to all persons or in all countries. If the System Owner chooses to access the Websites/ Apps from outside the country in which the relevant Property is located, it does so on its own initiative and the System Owner is solely responsible for complying with applicable local laws in its country. The System Owner understands and accepts that the Websites/ Apps are designed primarily for use in the country in which the relevant Property is located, and that some (or all) of the features of the Websites/ Apps may not work or be appropriate for use in certain other countries. To the extent permissible by law, the Company accepts no responsibility or liability for any damage or loss caused by the System Owner's access or use of the Websites/ Apps outside of the country of the relevant Property. The System Owner will be bound by these terms wherever the System Owner access or uses the Websites/ Apps or the System Services.

10. Updates

- 10.1 The Company shall from time to time update, or make available an update to, the System Services (and/or software provided thereunder), in order to ensure compliance with changes to applicable legislation and/or to implement technical adjustments and improvements ("**Software Update**"). Subject to Clauses 6.6(c) and 6.7(d), such Software Updates shall not adversely affect the operation of the System(s).
- 10.2 Where the Company updates any digital software element of the System Services, and subject to Clause 6.6(a) -
- (a) the Company may require the System Owner to install an updated version of such software onto the System Owner's relevant computer or smart device in order for the System Owner to receive the benefits of such update; and/or

- (b) some important Software Updates may be automatically installed without providing any additional notice to, or receiving any additional consent from, the System Owner. The System Owner hereby consents to any automatic Software Update.
- 10.3 The System Owner accepts that changes from time to time in the digital environment (including, without limitation, security risks) create the potential for a reduction in the effective operation of the System(s) if not countered; the Company accepts no liability for any reduction in the operability of the System(s) caused by the System Owner's failure to install, or allow the installation of, any aforementioned Software Update.

11. Change of control of System

- 11.1 The System Services Agreement is specific to the System Owner, and relates specifically to the relevant Systems.
- 11.2 The System Owner shall notify the Company as soon as reasonably practicable after the System Owner (a) ceases to own any System in respect of which System Services are provided or (b) ceases to have the authority of the owner of such System to purchase and/or procure the System Services in respect thereof ("**Authority**"), in which case (subject to Clause 8.4) the provisions of the relevant System Services Agreement shall terminate. The Company shall have no liability to the System Owner in respect of costs or charges resulting from, and the System Owner shall indemnify the Company against any costs or losses incurred by the Company associated with, any failure by the System Owner to provide such notification.
- 11.3 In the event that -
- (a) the System Owner cannot from time to time demonstrate to the Company's reasonable satisfaction that it continues either to own or have Authority in respect of a System in respect of which System Services are provided, or
 - (b) a third party satisfies the Company that it has replaced the System Owner as owner of (or otherwise as having Authority in respect of) the relevant System and the Company is not able to make contact with the System Owner within a reasonable period of time to establish its position in respect thereof,
- then the Company shall have the right to terminate the System Services(s) in respect of such System, subject to Clause 8.4.
- 11.4 In the event that the System Owner ceases to own or have Authority in respect of a System in respect of which they were receiving System Services, the Company shall (without any obligation to agree) reasonably consider any request to transfer the benefit of the System Services to another potential System Owner.
- 11.5 Without derogation from Clause 8.4, the benefit of the System Services shall not be transferable to any purchaser of the relevant Property without the consent of the Company. A new agreement shall be required to cover the provision of System Services by the Company (a) to any new System of the System Owner or (b) to any new System Owner of a System currently covered by the System Services. Accordingly, the System Owner accepts and understands that any new System Owner of a System shall not be able to use or control certain core functionalities of the System unless and until it enters into a System Services Agreement with the Company in respect of such System. Further, the System Owner shall remain liable for all its obligations in respect of the System Services (including in respect of each System(s)) until the provision of the relevant System Services terminates or the relevant System is removed from its scope (as applicable), regardless of any transfer of ownership of the relevant System and/or Property prior to such termination or removal.

12. Licence Terms

- 12.1 These license terms apply to all Software, including as supplied to the System Owner as part of the System Services.
- 12.2 These terms also apply to any updates, supplements, Internet-based services, and support services for this Software that are supplied by the Company, unless other terms accompany those items. If so, those terms apply.
- 12.3 The Company hereby grants to the System Owner during the Term a limited, non-transferable and non-exclusive—
- (a) right (without the right to sub-license) to access and use the System Services, and
 - (b) license to use the Software solely in connection with the System Services,
- in accordance with the System Services Agreement. The Software is licensed on a per System basis, and on a per device basis. Software embedded within an Atamate device may only be used on such device.
- 12.4 Software may only be used in respect of the System. No person may use the Software under this license for any other purpose, or in respect of any other system, or engage in the installation or transfer of the Software onto any device. References in this Clause 9 to the obligations of "the System Owner" include any other User that uses the Software; the System Owner is responsible for procuring the compliance of all Users with the terms of this Clause 9.
- 12.5 The components of the Software are licensed as a single unit. The components may not be separated and installed on different devices.

12.6 COMMUNICATION OF SYSTEM INFORMATION.

- (a) During provision of the Services, the System will from time to time send information about the Software and the System to the Company. This information may include the version, the license version, language and product key of the Software, the Internet protocol address of the device, and information derived from the configuration of Atamate devices and other installed hardware. The System Owner consents to the transmission of this information.
- (b) The Software will from time to time request the download of the validation feature of the Software. Validation verifies that the Software has been activated, and is (and remains) properly licensed in accordance with these Standard Conditions. A validation check confirming that the System Owner is (and remains) properly licensed permits the System Owner to use the software, certain features of the Software and/or to obtain additional benefits.

12.7 The System Owner may only obtain updates or upgrades for the Software from the Company or from other authorised sources.

12.8 The Software is licensed, not sold. Such licence is specific to the System Owner. Without derogation from the System Owner's right to transfer ownership of Software Devices, the licence granted under the System Services Agreement is not transferable (subject to clause 13), is irrevocable (except as set forth in Section 9), and is not sublicensable, other than with the written agreement of the Company, and will be fully paid up upon the System Owner's payment of the Service Fees. The System Services Agreement only gives the System Owner some rights to use the features included in the Software edition licensed to the System Owner. The Company reserves all other rights. Unless applicable law gives the System Owner more rights despite this limitation, the System Owner may use the Software only as expressly permitted in these Standard Conditions. In doing so, the System Owner must comply with any technical limitations in the Software that only allow the System Owner to use it in certain ways. In using the System Services, the System Owner may not –

- (a) work around any technical limitations in the Software;
- (b) reverse engineer, decompile or disassemble the Software;
- (c) make copies of the Software, extract it from any Company device or application, or transfer it to any other device;
- (d) publish the Software for others to copy;
- (e) use the Software in any way that is against the law, or infringes the intellectual property or privacy rights of any third party;
- (f) upload, transmit or distribute any computer virus, Trojan Horse, time bomb, worm or any other harmful software, computer code, file or programme intended to damage or alter a computer or communications network, computer, handheld mobile device, data, the Software, the System Services, the System(s) or any other system, device or property;
- (g) jeopardise the security of an Account (such as by allowing someone without the relevant User ID to log into the System Services and/or the Account);
- (h) interfere with, disrupt or attempt to gain unauthorised access to the servers or networks connected to the System Services or violate the regulations, policies or procedures of such networks;
- (i) access (or attempt to access) any of the Software or System Services by means other than through the approved interfaces that is provided or specified by the Company;
- (j) rent, lease or lend the Software; or
- (k) use the Software for commercial software hosting services;

except and only to the extent that applicable law expressly permits, despite this limitation.

12.9 In the event of any breach by the System Owner of any of its obligations under this Clause 9, the Company shall be entitled to revoke the relevant Software and/or block the System Owner's usage thereof.

12.10 To upgrade or convert Software, the System Owner must first be licensed for the Software that is eligible for the upgrade or conversion. Upon upgrade or conversion, the Agreement applies to the upgraded or converted Software.

12.11 Certain items of software included within the System Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to these Standard Conditions. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in these Standard Conditions limits the System Owner's rights under, or grants the System Owner rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, the Company makes such Open Source Software, and its modifications to that Open Source Software, available by written request to the Company.

13. Data sharing and Privacy

13.1 The Privacy Policy shall apply to the System Services Agreement and to all services (including the System Services) provided by the Company to the System Owner.

- 13.2 Without derogation from the other provisions of these Standard Conditions or the Privacy Policy, the System Owner agrees that the Company may collect and use technical data, usage data and related information — including but not limited to technical information about the System Owner’s device(s), System(s) and application software, and peripherals — that is gathered periodically to facilitate the provision of System Services, product support, and other services to the System Owner. The Company may use this information, as long as it is in a form that does not personally identify the System Owner or any User, to improve its products or to provide services or technologies to the System Owner.
- 13.3 Where a System Service involves distinguishing the operation of, and/or other interaction with, a System by different Users (“**User Defined Services**”), the System Owner accepts that any such User Defined Services shall rely upon the receipt, use and retention by the Company of usage data in respect of the interaction with the System of the different Users (in accordance with the Privacy Policy). Accordingly, the provision of any User Defined Services shall be subject to each User expressly agreeing to the terms of the Privacy Policy.
- 13.4 Where delivery of a System Service relies upon receipt, use, retention and/or disclosure by the Company of usage and/or other personal data in respect of the relevant System and/or the relevant Property (in accordance with the Privacy Policy), revocation by the System Owner (or a User, as the case may be) of consent for the Company to receive, hold, use or disclose such data shall be deemed cancellation of the relevant service by the System Owner.
- 13.5 Notwithstanding the foregoing, data protection and privacy laws where the System Owner lives may impose certain responsibilities on the System Owner and the System Owner’s use of the System Services. The System Owner agrees that it (and not the Company) is responsible for ensuring that the System Owner complies with any applicable laws when the System Owner and/or a User uses the System Services, including, but not limited to, (i) any laws relating to the recording or sharing of video or audio content that includes third parties, or (ii) any laws requiring notice to, or consent of, third parties with respect to the System Owner’s use of camera technology.

14. Service Fee for System Services

- 14.1 On a monthly basis until cancellation, the System Owner shall pay the relevant Service Fee for each System Service on the Payment Date. The System Owner authorises the Company to charge for all applicable Service Fees to the System Owner’s selected payment method, and the System Owner will issue the required purchasing documentation. Fees are non-refundable except as required by law or as otherwise specifically permitted in the System Services Agreement. The Company may also obtain preapproval for an amount up to the amount of the transaction and may contact the System Owner periodically by email to the email address associated with its Account for billing reminders and other communications related to payment of the Service Fees.
- 14.2 All Service Fees stated (whether orally or in writing) are exclusive of VAT and other taxes, which will be added at the rate currently in force. The Company will charge taxes when required to do so. If the System Owner provides the Company with a valid exemption certificate, the Company will not collect the taxes covered by that certificate.
- 14.3 The System Owner is responsible for the timely payment of all Service Fees and for providing the Company with valid credit card or payment account details for payment of all Service Fees. No payment of Service Fees shall be deemed to have been received until the Company has received it in full and clear funds.
- 14.4 If the System Owner wishes to designate a different credit card or payment account or if there is a change in the System Owner’s credit card or payment account status, the System Owner must change your information online in the relevant section of the Account Pages (if any); this may temporarily disrupt the System Owner’s access to the Services while the Company verifies the System Owner’s new payment information. The Company may contact the System Owner via email regarding the System Owner’s Account, for reasons.
- 14.5 Time of payment is of the essence. All payments due under the System Services Agreement shall be made in full without any deduction whether by way of set-off counterclaim, discount, abatement or otherwise.
- 14.6 If the System Owner fails to make payment of the Service Fees when due, the Company reserves the right to revoke or restrict access to the relevant Services, or terminate the relevant System Service, System Services Agreement and/or Account. In addition, the Company may charge the System Owner interest (at Bank of England’s base interest rate plus 8%) on any outstanding amounts if those outstanding amounts remain unpaid after the due date.
- 14.7 In the event that the System Owner decides to purchase additional System Services from time to time, the Company will automatically charge the additional Service Fee for such System Service from the upcoming Payment Date, and the relevant initial Service Fee to shall be applied on a pro rata basis. The System Owner acknowledges that the amount billed may vary due to promotional offers, changes in the System Services plan and changes in applicable taxes, and the System Owner shall be entitled to charge the Company for the corresponding amounts.
- 14.8 In the event that the System Owner cancels a System Service in accordance with these Standard Conditions, the Company will continue to charge the System Owner in respect of the remainder of the Service Period. Any

Service Fees charged prior to cancellation are not refundable (except as expressly permitted by this System Services Agreement), including any Service Fees paid in advance for the billing period during which the Service is cancelled. Cancellation of a Service or the Account shall not relieve the System Owner of any obligation to pay any accrued Service Fees or charges.

- 14.9 The Company may from time to time change the Service Fees currently in effect, to reflect factors such as changes to the Company's product offerings, changes to the Company's business, or changes in economic conditions. The Company will give the System Owner no less than 120 days' advance notice of these changes via a message to the email address associated with the Account and the System Owner will have the opportunity to cancel its subscription for the relevant System Service before the new Service Fee comes into effect.
- 14.10 If the System Owner requires the use of a purchase order or purchase order number, the System Owner: (i) must provide the purchase order number at the time of purchasing the relevant System Service; and (ii) agrees that any terms and conditions on a System Owner purchase order will not apply to this System Services Agreement and are null and void.

15. Force Majeure

The Company reserves the right to defer the date of delivery, or reduce the scope, of the System Services ordered by the System Owner or to cancel any System Services or the System Services Agreement (without liability to the System Owner) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (a "**Force Majeure Event**"). If any Force Majeure Event occurs which affects or may affect the performance of any of the Company's obligations under the System Services Agreement, it shall notify the System Owner forthwith as to the nature and extent of the circumstances in question. The Company shall not be deemed to be in breach of the System Services Agreement, and shall not otherwise be liable to the System Owner, by reason of any delay in performance, or the non-performance, of any of its obligations under the System Services Agreement, to the extent that the delay or non-performance is due to any Force Majeure Event, and the time for performance of that obligation shall be extended accordingly. If the Force Majeure Event in question continues for a continuous period in excess of fourteen (14) days, the System Owner shall be entitled to give notice in writing to the Company to terminate the affected System Services or the System Services Agreement.

16. Term, Renewal, Cancellation & Termination

- 16.1 The System Services Agreement shall come into force on the Commencement Date and, subject to clause 14.5, will remain in effect for the Term.
- 16.2 Except as otherwise agreed between the Parties, each System Service shall be provided for the relevant Service Period. Subject to cancellation of any System Service, following the Initial Service Period or a Renewal Period, the System Owner's subscription to the System Services will automatically renew on the Renewal Date for a Renewal Period. Any provision of System Services in respect of a System following termination or expiry of the relevant System Services shall be subject to the System Owner and the Company entering into a separate agreement in respect of such provision.
- 16.3 Either party may, on provision of 90 days' advance notice to the other party, cancel any or all of the System Services at any time, and such Services will be cancelled at the end of the month following expiry of such notice period.
- 16.4 In the event of any material breach of these Standard Conditions by a Party, the other Party shall be entitled to terminate the System Services Agreement or part or all of any or all System Services with immediate effect.
- 16.5 In addition to its other rights under these Standard Conditions, and without derogation from Clause 11.6, the Company reserves the right to cancel –
- (a) a System Service following its discontinuance from the Company's portfolio of services in accordance with Clause 3.6; and
 - (b) some or all of the System Services at any time by sending 7 days' notice by email or in writing to the System Owner's provided address –
 - (i) if the System Owner (or any User) harasses or uses abusive, vexatious or threatening behaviour towards the Company's staff or otherwise behaves in a manner that makes it inappropriate for the Company to continue provision of the System Services; or
 - (ii) if the System Owner or anyone acting for the System Owner deliberately or recklessly provides the Company with false information when agreeing to the terms of the System Services Agreement, making changes to it or at renewal that would either impact the System Services Agreement or the Company's ability to deliver the System Services.

- 16.6 On cancellation or termination by the System Owner pursuant to Clause 13.3 or by the Company pursuant to 13.5(b), the Company will seek to recover any costs it has incurred. In respect of non-monthly Service Fees, on cancellation or termination by the Company pursuant to Clause 13.3 or by the System Owner pursuant to Clause 13.4 the System Owner shall be entitled to a pro rata refund of any advance Service Fees paid in respect of any period for which the Services are cancelled.
- 16.7 On termination of the System Services Agreement, except as set forth in this clause 13, all rights and licences granted by the Company to the System Owner will cease immediately.
- 16.8 On termination of any specific System Services for whatever reason, the right of the System Owner and the Users to use such System Services in respect of the relevant System will automatically terminate. Where all System Services have expired or terminated, the System Owner's Account (and all User Accounts) shall expire, and the System Services Agreement shall terminate in accordance with Clause 13.1.
- 16.9 The System Owner accepts and understands that termination or non-renewal of any System Services (and the resultant cancellation of the System Services) will restrict the System Owner's ability to use or control certain core functionalities of the relevant System, which in turn may restrict the ability to control certain utilities of each affected Property for as long as such control remains integrated into the relevant System.

17. General

- 17.1 The Company reserves the right to amend these Standard Conditions from time to time. The System Services Agreement shall be subject to the latest version of these Standard Conditions, as made available by the Company on its website from time to time. If a revision to these Standard Conditions, in the Company's sole discretion, is material to the System Services Agreement, then the Company will give 120 days' advance notice to the System Owner. Other revisions may be posted to the Company's terms and conditions page, and the System Owner is responsible for checking these postings regularly. By continuing to access or use the System Services after revisions become effective, the System Owner agrees to be bound by the revised System Services Agreement. If the System Owner does not agree to the revised System Services Agreement terms, Customer may cancel the System Services in accordance with Clause 13.
- 17.2 If any provision of the System Services Agreement or (part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.3 The System Services Agreement (including these Standard Conditions and the Privacy Policy) constitutes the entire agreement between the Company and the System Owner regarding the purchase and use of the System Services. Failure or delay by the Company in enforcing or partially enforcing any provision of the System Services Agreement shall not be construed as a waiver of any of its rights under the System Services Agreement.
- 17.4 Any waiver by the Company of any breach of, or any default under, any provision of the System Services Agreement by the System Owner shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the System Services Agreement.
- 17.5 The obligations in Clauses 4.6, 6, 9.4, 9.5, 9.6(c), 9.8 to 9.10, 10, 11, 14 and 15 will survive any expiration or termination of the relevant System Services and/or the System Services Agreement, or closure of the System Owner's Account.
- 17.6 The parties to the System Services Agreement do not intend that any term of the System Services Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.7 The formation, existence, construction, performance, validity and all aspects of the System Services Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 17.8 The Company and the System Owner agree to seek to resolve all disputes and claims that arise from or relate to the System Services Agreement, or to the System Services in any way, (a **Dispute**) by prompt discussion in good faith, except for claims arising from bodily injury. If a Party anticipates that it may wish to resolve a Dispute via formal proceedings, it shall give notice to the other Party setting out the issues in the Dispute and referring to this Clause. If the Dispute has not been resolved within thirty (30) Business Days after the giving of such notice, the System Owner or the Company may commence formal legal proceedings before any court. This Clause does not preclude either of the Company or the System Owner from bringing an individualised action in small claims court, or from seeking an individualised preliminary injunction or temporary restraining order, in any court that has jurisdiction.

18. Communications

All communications between the parties about the System Services Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by e-mail to the Company) at its registered office or to the System Owner at its registered office if it is a company or to any address of the System Owner set out

in any document which forms part of the System Services Agreement or such other address as shall be notified to the Company by the System Owner.

SCHEDULE 2 – PRIVACY POLICY

Atamate Privacy Policy

In this Privacy Policy, “you” and “your” refers to the System Owner.

Atamate Limited (“**Atamate**”) takes your privacy very seriously. We respect your privacy and want you to understand how we use the personal information that we hold about you.

We ask that you read this privacy policy carefully as it contains important information about what to expect when Atamate collects personal information about you and how Atamate will use your personal data.

Atamate is part of a group of companies which includes Shotover Technologies Limited.

This policy applies to information we collect about:

- visitors to our website; and
- people who do business with us, including those that contract to receive our integrated building automation system service.

1 The information we collect about you

When you do business with us, including contract to receive our integrated building automation system service, we collect the following personal information from you:

- 1.1** your name;
- 1.2** your contact details, including: email address, telephone number, and postal address(es) associated with your account or order;
- 1.3** details of the products and services that you purchase from us;

We will also collect some or all of the following information, as relevant to the provision of the services that you receive from us:

- 1.4** payment information, including: bank account details, credit card number and expiry date;
- 1.5** information relating to the delivery of the services (including any hardware) to you;
- 1.6** information relating to the installation of any hardware relating to the services at your property, and any servicing of such hardware;
- 1.7** information relating to the layout of your property as required to enable the provision of the services to you, including the configuration of systems that are controlled by our integrated building automation system;
- 1.8** information about how our products and services are used at your property, including the performance of our products and services. Information collected may include: data concerning heating, ventilation, hot water, lighting, access (doors and gates), security, windows and shading, occupancy, swimming pools and garden equipment (sprinklers, fountains, etc) and other equipment connected to the system such as Audio or CCTV. Certain of our products may also rely upon us using location data from your mobile device to indicate when you are outside your property;
- 1.9** information about the electronic devices (including computers, or smartphones or other mobile telephones) that you connect to our products (including via the download of one of our apps) or to our website, including: the operating system, the browser, any applications that connect to our products, details of your internet provider, the IP address and your mobile network. We will also collect information about how your devices are being used with our products;
- 1.10** information about your use of our apps, and which parts of our website you access;
- 1.11** records of your discussions with our customer services team, whether oral or written (including through our social media platforms), including: comments and opinions that you may share about the provision of the services, complaints you may make or questions you may ask. Telephone conversations may be recorded for training purposes, and to allow us to improve our services.

Where you are given the option to share any of the above information with us, you are not obliged to do so. If you object to any particular use of this information by us, or if you have provided your consent to processing and you later choose to withdraw it, we will respect your choice in accordance with our legal obligations. However, this could result in us being unable to perform some (or all) of the actions necessary to achieve the purposes set out below in the section “*How we will use the information about you*”, and/or in you being unable to make use of some or all of the products and services offered by us.

In addition to collecting information directly from you (such as when you create your account, use any of our products or services, or otherwise contact us), we may also collect information from installers or service engineers that support your system. Third party products and apps may also provide us with information when you use them in connection with our products.

2 How we will use the information about you

We process your information where you consent to us doing so. However, there are a number of instances where we do not require your consent to engage in the processing or disclosure of your information. We may not solicit your consent for the processing or transfer of your information for those purposes which have a statutory basis, such as:

- the transfer or processing of your information is necessary for the performance of a contract (i) made between you and Atamate (or one of its affiliates), or (ii) that has been concluded in your interest and made between Atamate (or one of its affiliates) and a third party;
- the transfer or processing of your information is necessary to allow us to process your registration, process any orders you may make or other transactions (including to take payment), instal and provide the services requested, and/or maintain your account. The relevant information is then used by us, our agents and sub-contractors to provide you with statements of your account, and to communicate with you on any matter relating to the conduct of your account and the provision of the services.
- We need to use your information to establish or maintain communications with you, including to respond to your questions and complaints, and to investigate and respond to any misuse or abuse of your account (including fraud).

If you agree, we may also contact you about other products and services we think may be of interest to you, based on our review of your information.

From time to time we may use information about how you use our products and services, and/or provide it to our customer service agencies, for research and analysis purposes so that we can monitor and improve the services that we provide. We or our agents and sub-contractors may contact you by post, email or telephone to ask you for your feedback and comments on our services.

We may also use aggregate information and statistics for the purposes of monitoring the use of our services and our website usage, in order to help us understand how they are used and to develop and improve them, and we may provide such aggregate information to third parties. These statistics will not include information that can be used to identify you .

Sharing your information with others

In addition to those mentioned above, we may share personal information with the following:-

- other companies in our group, in order to provide the services to you and understand your use of our products and services;
- third party suppliers, installers, service engineers and delivery companies, to enable them to provide their services to you, including in respect of our products;
- other providers of services to us, including companies that: provide IT support, process payments; analyse data; provide financial or legal advice; send communications to customers; engage in market research;
- regulators, other government bodies, or law enforcement, where we are required to do so.

3 Marketing

We and our group companies may also wish to provide you with information (via email, text, push notification, mail or telephone) about special features of our website or any other service or products we think may be of interest to you, in accordance with your preferences. If you would rather not receive this information, please send an email message to support@atamate.com or contact our customer services team. If you agree to us providing you with marketing information, you can always opt out at a later date.

We may also want to provide you with related information from third parties we think may be of interest to you.

If you would rather not receive this information, please send an email to support@atamate.com or contact our customer services team. If you agree to us providing you with third party marketing information, you can always opt out at a later date.

We may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If you do not wish us to disclose your information in this way, please send an email to support@atamate.com or contact our customer services team.

4 Our use of cookies and other information-gathering technologies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information; we use cookies and other similar technologies in relation to our website. The information is used to track visitor use of the website and to compile statistical reports on website activity. For further information about cookies visit www.aboutcookies.org or www.allaboutcookies.org. You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However, in a few cases some of our website features may not function if you remove cookies from your browser.

5 How we protect your information

We have put in place the following security procedures and technical and organisational measures to safeguard your personal information: Data is stored on Google Cloud Platform servers, protected by passwords and a firewall preventing access by any protocol apart from HTTPS and SSH. SSH access is only allowed using authorised RSA keys.

We will use all reasonable efforts to safeguard your personal information. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal information which is transferred from you or to you via the Internet.

6 Overseas transfers

The information you provide may be transferred to countries outside the European Economic Area (**EEA**) that do not have similar protections in place regarding your data and restrictions on its use as set out in this policy, including the United States of America. However, we will take all reasonable steps to ensure adequate protections are in place to ensure the security of your information when transferred to these countries. By submitting your information you consent to the transfer, processing or storage of information outside of your country and outside the EEA for the purposes specified above.

The EEA comprises the EU member states plus Norway, Iceland and Liechtenstein.

7 Access to your information and updating and correcting your information

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please send an email to support@atamate.com. We may make a small charge for this service.

We want to ensure that your personal information is accurate and up to date. If any of the information that you have provided to Atamate changes (for example if you change your email address, name or payment details), or if you wish to cancel your registration, please let us know the correct details by sending an email to support@atamate.com. You may ask us, or we may ask you, to correct information you or we think is inaccurate, and you may also ask us to remove information which is inaccurate.

8 Your rights regarding your information

Including as stated above, you have the following rights with regard to your personal information:

- the right to access your personal information that we hold;
- the right to be informed how your personal information is used;
- the right to request corrections to inaccuracies in your personal information that we hold;
- the right to request that we cease to hold certain of your personal information, understanding that this may cause the functionality of our products may be reduced, or to not be usable at all;
- the right to opt out of receiving direct marketing messages.

To exercise any of the above rights, please contact us as set out in Sections 7 and 3 above.

You also have the right to contact the UK Information Commissioner's Office (or your local data protection regulator) if you are unhappy with how we are using your personal information, though we encourage you to contact us first, where we will do our best to address your concerns.

9 How long we keep your personal information

We will retain your personal information for the duration of your account with us . After you close your account, we will retain your personal information for a reasonable period, in order to fulfil our contractual and legal obligations to you, and to maintain our records.

10 Your consent

By submitting your personal information you consent to the use of that information as set out in this policy.

11 Changes to privacy policy

We keep our privacy policy under regular review. If we change our privacy policy we will post the changes on this page, and place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will indicate any material changes by updating the version date in this Section 11. This privacy policy was last updated on 5th August 2019.

12 How to contact Atamate

We welcome your views about our website and our privacy policy. In addition to as set out in Sections 3 and 7, if you would like to contact us with any queries, comments or complaints, please send an email to support@atamate.com.

13 Service notifications

Some of our apps may send service notifications directly to your electronic device (through the relevant app, by email and/or by text, in accordance with your preferences) when we have something important or of interest to share with you, or where you have asked to be notified of events relating to the operation of the system at your property. At any time you can turn off service notifications through the relevant app, through your online account or via the system settings of your electronic device.

14 Links to other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

15 Sale of business

If Atamate's business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business .